

SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF KINGS

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DLP Funding, LLC,

Plaintiff,

Index No.:

**SUMMONS**

-against-

HEYBURN LLC, ARENSON COURT, LLC, 25 SANDY BLVD, LLC, OXFORD SQUARE, LLC, KUPIECO LLC, BUNGALOWS @ 142, LLC, OCKLEY GREEN LLC, BANKLAND, LLC, BROOKLYN YARD, LLC, BLANDENA LLC, SUMNER BROWNSTONES, BRIDGETON, LLC, WES MOORE, LLC, 35 VERMONT, LLC, IVANHOE PARTNERS, LLC, EAST POWELL, LLC, 20TH & DIVISION PARTNERS LLC, 42ND AVE, LLC, HUMBOLDT, LLC, LITTLE TACOMA CONSTRUCTION LLC, PERRIN CONSTRUCTION, LLC, 2ND & 3RD AVE. LLC, THE SHOPS AT BROOKLYN YARD, LLC, OREGON OPEN SPACE CONSERVANCY, U4IA LLC, HALL LANE LLC, RACHIS LLC, PARALLAX LLC, OFFICE ON MLK, LLC, PERRIN LLC, FIELD CREST, LLC, CALIFORNIA STREET PARTNERS LLC, P.M.P. L.L.C., FAIROAKS OREGON, LLC, CORINTHIAN BUILDING, LLC, ZYGOTE L.L.C., TRILLIUM SPRINGS L.L.C., 13 GERTZ LLC, EASTMAN PKWY, LLC, 904 MAIN LLC, FRANCIS STREET INVESTORS LLC, and PETER MICHAEL PERRIN,

Defendants.

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To the above-named defendant(s):

**YOU ARE HEREBY HOME CARE INDUSTRIES, INC.,** to answer the complaint in this action and to serve a copy of your answer on the Plaintiff's Attorney within 20 days after the service of this summons, exclusive of the day of service, or within 30 days after the service is complete if this summons is not personally delivered to you within the State of New York, and in case of your failure to appear or answer, judgment will be taken by default for the relief demanded in the complaint.

Plaintiff designates Kings County as the place of trial. Venue is based off contract.

Dated: April 28, 2025  
Cedarhurst, New York

\_\_\_\_\_/s/\_\_\_\_\_  
JACOB Z. WEINSTEIN  
Attorney for Plaintiff  
420 Central Avenue, Suite 301  
Cedarhurst, NY 11516  
TELEPHONE: (646) 450-3484  
FACSIMILE: (646) 661-1772  
E-MAIL: [Jacob@weinsteinllp.com](mailto:Jacob@weinsteinllp.com)

**Defendants Addresses:**

HEYBURN LLC, ARENSON COURT, LLC, 25 SANDY BLVD, LLC, OXFORD SQUARE, LLC, KUPIECO LLC, BUNGALOWS @ 142, LLC, OCKLEY GREEN LLC, BANKLAND, LLC, BROOKLYN YARD, LLC, BLANDENA LLC, SUMNER BROWNSTONES, BRIDGETON, LLC, WES MOORE, LLC, 35 VERMONT, LLC, IVANHOE PARTNERS, LLC, EAST POWELL, LLC, 20TH & DIVISION PARTNERS LLC, 42ND AVE, LLC, HUMBOLDT, LLC, LITTLE TACOMA CONSTRUCTION LLC, PERRIN CONSTRUCTION, LLC, 2ND & 3RD AVE. LLC, THE SHOPS AT BROOKLYN YARD, LLC, OREGON OPEN SPACE CONSERVANCY, U4IA LLC, HALL LANE LLC, RACHIS LLC, PARALLAX LLC, OFFICE ON MLK, LLC, PERRIN LLC, FIELD CREST, LLC, CALIFORNIA STREET PARTNERS LLC, P.M.P. L.L.C., FAIROAKS OREGON, LLC, CORINTHIAN BUILDING, LLC, ZYGOTE L.L.C., TRILLIUM SPRINGS L.L.C., 13 GERTZ LLC, EASTMAN PKWY, LLC, 904 MAIN LLC, FRANCIS STREET INVESTORS LLC, and PETER MICHAEL PERRIN

305 Southeast 3rd Avenue STE 304 Portland OR 97214  
PO BOX 82004 Portland OR 97282

SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF KINGS

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DLP Funding, LLC,

Plaintiff,

Index No.:

**VERIFIED COMPLAINT**

-against-

HEYBURN LLC, ARENSON COURT, LLC, 25 SANDY BLVD, LLC, OXFORD SQUARE, LLC, KUPIECO LLC, BUNGALOWS @ 142, LLC, OCKLEY GREEN LLC, BANKLAND, LLC, BROOKLYN YARD, LLC, BLANDENA LLC, SUMNER BROWNSTONES, BRIDGETON, LLC, WES MOORE, LLC, 35 VERMONT, LLC, IVANHOE PARTNERS, LLC, EAST POWELL, LLC, 20TH & DIVISION PARTNERS LLC, 42ND AVE, LLC, HUMBOLDT, LLC, LITTLE TACOMA CONSTRUCTION LLC, PERRIN CONSTRUCTION, LLC, 2ND & 3RD AVE. LLC, THE SHOPS AT BROOKLYN YARD, LLC, OREGON OPEN SPACE CONSERVANCY, U4IA LLC, HALL LANE LLC, RACHIS LLC, PARALLAX LLC, OFFICE ON MLK, LLC, PERRIN LLC, FIELD CREST, LLC, CALIFORNIA STREET PARTNERS LLC, P.M.P. L.L.C., FAIROAKS OREGON, LLC, CORINTHIAN BUILDING, LLC, ZYGOTE L.L.C., TRILLIUM SPRINGS L.L.C., 13 GERTZ LLC, EASTMAN PKWY, LLC, 904 MAIN LLC, FRANCIS STREET INVESTORS LLC, and PETER MICHAEL PERRIN,

Defendants.

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Plaintiff, DLP Funding LLC (“Plaintiff”) by and through its attorneys, The Law Office of Jacob Z. Weinstein, PLLC, providing upon information and belief the following Verified Complaint against Defendants HEYBURN LLC, ARENSON COURT, LLC, 25 SANDY BLVD, LLC, OXFORD SQUARE, LLC, KUPIECO LLC, BUNGALOWS @ 142, LLC, OCKLEY GREEN LLC, BANKLAND, LLC, BROOKLYN YARD, LLC, BLANDENA LLC, SUMNER BROWNSTONES, BRIDGETON, LLC, WES MOORE, LLC, 35 VERMONT, LLC, IVANHOE PARTNERS, LLC, EAST POWELL, LLC, 20TH & DIVISION PARTNERS LLC, 42ND AVE, LLC, HUMBOLDT, LLC, LITTLE TACOMA CONSTRUCTION LLC, PERRIN CONSTRUCTION, LLC, 2ND & 3RD AVE. LLC, THE SHOPS AT BROOKLYN YARD, LLC, OREGON OPEN SPACE CONSERVANCY, U4IA LLC, HALL LANE LLC, RACHIS LLC, PARALLAX LLC, OFFICE ON MLK, LLC, PERRIN LLC, FIELD CREST, LLC,

CALIFORNIA STREET PARTNERS LLC, P.M.P. L.L.C., FAIROAKS OREGON, LLC, CORINTHIAN BUILDING, LLC, ZYGOTE L.L.C., TRILLIUM SPRINGS L.L.C., 13 GERTZ LLC, EASTMAN PKWY, LLC, 904 MAIN LLC, and FRANCIS STREET INVESTORS LLC (“Company”) and PETER MICHAEL PERRIN (“Guarantor”) (Company Defendant and Guarantors are collectively referred to herein as “Defendants”), and states and alleges as follows:

### **PARTIES**

1. At all relevant times, Plaintiff maintains its principal place of business in New York.

2. Upon information and belief, at all relevant time HEYBURN LLC, ARENSON COURT, LLC, 25 SANDY BLVD, LLC, OXFORD SQUARE, LLC, KUPIECO LLC, BUNGALOWS @ 142, LLC, OCKLEY GREEN LLC, BANKLAND, LLC, BROOKLYN YARD, LLC, BLANDENA LLC, SUMNER BROWNSTONES, BRIDGETON, LLC, WES MOORE, LLC, 35 VERMONT, LLC, IVANHOE PARTNERS, LLC, EAST POWELL, LLC, 20TH & DIVISION PARTNERS LLC, 42ND AVE, LLC, HUMBOLDT, LLC, LITTLE TACOMA CONSTRUCTION LLC, PERRIN CONSTRUCTION, LLC, 2ND & 3RD AVE. LLC, THE SHOPS AT BROOKLYN YARD, LLC, OREGON OPEN SPACE CONSERVANCY, U4IA LLC, HALL LANE LLC, RACHIS LLC, PARALLAX LLC, OFFICE ON MLK, LLC, PERRIN LLC, FIELD CREST, LLC, CALIFORNIA STREET PARTNERS LLC, P.M.P. L.L.C., FAIROAKS OREGON, LLC, CORINTHIAN BUILDING, LLC, ZYGOTE L.L.C., TRILLIUM SPRINGS L.L.C., 13 GERTZ LLC, EASTMAN PKWY, LLC, 904 MAIN LLC, and FRANCIS STREET INVESTORS LLC are companies located in Oregon at 305 Southeast 3rd Avenue STE 304 Portland OR 97214.

3. Upon information and belief, at all relevant times PETER MICHAEL PERRIN located at Oregon at 305 Southeast 3rd Avenue STE 304 Portland OR 97214.

### **FACTS**

4. Plaintiff and Defendants entered into an agreement whereby Plaintiff via tiered purchases agreed to purchase Company Defendant's future receivables and thereby Plaintiff procured to date a total of \$89,940 of said future receivables (referred to herein as the "Agreement"). A copy of the Agreement is attached as **Exhibit A**.

5. The Agreement contains the Defendants express consent to jurisdiction within New York.

6. Pursuant to the Agreement, Company Defendant agreed to have one bank account approved by Plaintiff (the "Bank Account") from which Defendants authorized Plaintiff to make ACH withdrawals until the contracted purchased amount was fully paid to Plaintiff.

7. Plaintiff remitted the purchase price, less applicable fees, for the future receivables to Company Defendant as agreed.

8. In addition, Guarantor agreed to guarantee any and all amounts owed to Plaintiff from Company Defendant upon a breach in performance by Company Defendant.

9. On or about April 23, 2025, Company Defendant stopped making its payments to Plaintiff and otherwise breached the Agreement by intentionally impeding and preventing Plaintiff from making the agreed upon ACH withdrawals from the Bank Account while conducting regular business operations.

10. On or about April 23, 2025 Company Defendant's designated bank account has returned a code of R08.

11. Upon information and belief, Company Defendant failed to deposit its receivables into the agreed upon designated account by the parties.

12. Company Defendant made payments totaling \$7,495 leaving a balance of \$82,445, further, pursuant to the Agreement, there is a default fee of 10% of the remaining balance, here equaling \$8,244.50, thus the total amount due to Plaintiff by Defendants is \$98,934.

13. Pursuant to the Agreement, Defendants agreed to pay Plaintiff reasonable attorney's fees.

14. Pursuant to the Agreement, Defendants agreed that they would be entitled to the recovery of prejudgment interest at the maximum rate permitted by law.

15. Despite due demand, Company Defendant has failed to pay the amounts due and owing by Company Defendant to Plaintiff under the Agreement.

16. Additionally, Guarantors is responsible for all amounts incurred as a result of Company Defendant's default on the Agreement.

17. There remains a balance due and owing to Plaintiff under the Agreement in the amount of \$98,934 plus attorney's fees, plus prejudgment interest, plus costs and disbursements.

**AS AND FOR A FIRST CAUSE OF ACTION**  
**Breach of Contract**

18. Plaintiff repeats, reiterates, and realleges each and every allegation contained in paragraphs 1 through 17 of this Complaint with the same force and effect as if fully set forth herein.

19. Plaintiff gave fair consideration to Company Defendant which was tendered for the right to receive the aforementioned receivables. Accordingly, Plaintiff fully performed under the Agreement.

20. Upon information and belief, Company Defendant is still conducting regular business operations and still collecting receivables.

21. Company Defendant has materially breached the Agreement by failing to make the specified payment amount to Plaintiff as required under the Agreement and otherwise intentionally impeding and preventing Plaintiff from receiving the proceeds of the receivables purchased by them.

22. Upon information and belief, Company Defendant has also materially breached the Agreement by using more than one depositing bank account which has not been approved by Plaintiff.

23. By reason of the foregoing, Plaintiff has suffered damages in the amount of \$98,934 plus attorney's fees, plus prejudgment interest, plus costs and disbursements.

**AS AND FOR A SECOND CAUSE OF ACTION**  
**Personal Guarantee**

24. Plaintiff repeats, reiterates, and realleges each and every allegation contained in paragraphs 1 through 23 of this Complaint with the same force and effect as if fully set forth herein.

25. Guarantors personally guaranteed that Company Defendant would perform its obligations under the Agreement and that Guarantors would be personally liable for any loss suffered by Plaintiff as a result of Company Defendant's default of its obligations including Plaintiff's reasonable attorney's fees.

26. As stated above, Company Defendant has breached its obligations under the Agreement.

27. By reason of the foregoing, Plaintiff has suffered damages in the amount of \$98,934 plus attorney's fees, plus prejudgment interest, plus costs and disbursements.

**WHEREFORE**, Plaintiff demands judgement against the Defendants as follows:

- i. On the first cause of action of the complaint in the amount of \$98,934 plus attorney's fees, plus prejudgment interest, plus costs and disbursements; and

- ii. On the second cause of action of the complaint in the amount of is \$98,934 plus attorney's fees, plus prejudgment interest, plus costs and disbursements; and
- iii. For such other and further relief as this Court deems just and proper.

Dated: April 28, 2025  
Cedarhurst, New York

Respectfully Submitted,  
\_\_\_\_\_/s/\_\_\_\_\_  
**JACOB Z. WEINSTEIN**  
*Attorney for Plaintiff*





SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF KINGS

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DLP Funding, LLC,

Plaintiff,

-against-

HEYBURN LLC, ARENSON COURT, LLC, 25 SANDY BLVD, LLC, OXFORD SQUARE, LLC, KUPIECO LLC, BUNGALOWS @ 142, LLC, OCKLEY GREEN LLC, BANKLAND, LLC, BROOKLYN YARD, LLC, BLANDENA LLC, SUMNER BROWNSTONES, BRIDGETON, LLC, WES MOORE, LLC, 35 VERMONT, LLC, IVANHOE PARTNERS, LLC, EAST POWELL, LLC, 20TH & DIVISION PARTNERS LLC, 42ND AVE, LLC, HUMBOLDT, LLC, LITTLE TACOMA CONSTRUCTION LLC, PERRIN CONSTRUCTION, LLC, 2ND & 3RD AVE. LLC, THE SHOPS AT BROOKLYN YARD, LLC, OREGON OPEN SPACE CONSERVANCY, U4IA LLC, HALL LANE LLC, RACHIS LLC, PARALLAX LLC, OFFICE ON MLK, LLC, PERRIN LLC, FIELD CREST, LLC, CALIFORNIA STREET PARTNERS LLC, P.M.P. L.L.C., FAIROAKS OREGON, LLC, CORINTHIAN BUILDING, LLC, ZYGOTE L.L.C., TRILLIUM SPRINGS L.L.C., 13 GERTZ LLC, EASTMAN PKWY, LLC, 904 MAIN LLC, FRANCIS STREET INVESTORS LLC, and PETER MICHAEL PERRIN,

Defendants.

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NOTICE OF COMMENCEMENT OF ACTION  
SUBJECT TO MANDATORY ELECTRONIC FILING

**PLEASE TAKE NOTICE** that the matter captioned above, which has been commenced by filing of the accompanying documents with the County Clerk, is subject to mandatory electronic filing pursuant to Section 202.5-bb of the Uniform Rules for the Trial Courts. This notice is being served as required by Subdivision (b) (3) of that Section.

The New York State Courts Electronic Filing System ("NYSCEF") is designed for the electronic filing of documents with the County Clerk and the court and for the electronic service of those documents, court documents, and court notices upon counsel and self-represented parties. Counsel and/or parties who do not notify the court of a claimed exemption (see below) as required by Section 202.5-bb(e) must immediately record their representation within the e-filed matter on the Consent page in NYSCEF. Failure to do so may result in an inability to receive electronic notice of document filings.

Exemptions from mandatory e-filing are limited to: 1) attorneys who certify in good faith that they lack the computer equipment and (along with all employees) the requisite knowledge to comply; and 2) self-represented parties who choose not to participate in e-filing. For additional information about electronic filing, including access to Section 202.5-bb, consult the NYSCEF website at [www.nycourts.gov/efile](http://www.nycourts.gov/efile) or contact the NYSCEF Resource Center at 646-386-3033 or.

Dated: April 28, 2025

Respectfully Submitted,

*Attorney for Plaintiff*

/s/

**JACOB Z. WEINSTEIN**